

# Agenda Item Form

Agenda Date: 7/27/04

Districts Affected: 5,2,4,2

Dept. Head/Contact Information: Norman C. Merrifield/Alicia Terrazas (ext. 4057)

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: User Fee

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:    ☐ High      ☒ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Necessary to permit Independent Contractor Contracts to perform duties outlined in contract

**Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:**  
Contracts are for the performance of services. Maintenance and operating expenditures are nil.

## Statutory or Citizen Concerns:

Demands and needs are met.

## Departmental Concerns:

Approval of contracts enables Parks & Recreation Department to meet it's mission, objectives and functions.

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2004/2005** appropriations to be approved by the City Council.

#### **EASTSIDE SENIOR CENTER**

**DEPARTMENT ID: 51510404, ACCOUNT: 502214**

1.     **CONTRACTOR:**     Homer Gorton, Aerobics Instructor  
       **DATES:**         September 01, 2004 through August 31, 2005  
       **RATE PER CL:**     \$12.80  
       **MAXIMUM AMT:**    \$1972.00  
       **CONTRACT:**     **2004/2005-001**
  
2.     **CONTRACTOR:**     Cissie Harshbarger, Rhythm Exercise Instructor  
       **DATES:**         September 01, 2004 through August 31, 2005  
       **RATE PER CL:**     \$12.80  
       **MAXIMUM AMT:**    \$1972.00  
       **CONTRACT:**     **2004/2005-002**
  
3.     **CONTRACTOR:**     Raul Hernandez, Country Western Dance Instructor  
       **DATES:**         September 01, 2004 through August 31, 2005  
       **RATE PER CL:**     \$20.00  
       **MAXIMUM AMT:**    \$1060.00  
       **CONTRACT:**     **2004/2005-003**
  
4.     **CONTRACTOR:**     Martha Medina, Aerobics Instructor  
       **DATES:**         September 01, 2004 through August 31, 2005  
       **RATE PER CL:**     \$10.00  
       **MAXIMUM AMT:**    \$1540.00  
       **CONTRACT:**     **2004/2005-004**

#### **MEMORIAL SENIOR CENTER**

**DEPARTMENT ID: 51510164, ACCOUNT: 502215**

5.     **CONTRACTOR:**     El Paso Mineral & Gem Society, Lapidary & Jewel Classes  
       **DATES:**         September 01, 2004 through August 31, 2005  
       **RATE PER CL:**     \$11.00  
       **MAXIMUM AMT:**    \$1,265.00  
       **CONTRACT:**     **2004/2005-005**
  
6.     **CONTRACTOR:**     Javier Garcia, Painting Instructor  
       **DATES:**         September 02, 2004 through August 25, 2005  
       **RATE PER CL:**     \$18.00  
       **MAXIMUM AMT:**    \$1872.00  
       **CONTRACT:**     **2004/2005-006**

**NORTHEAST RECREATION CENTER**

**DEPARTMENT ID: 51510107, ACCOUNT: 502214**

7. CONTRACTOR: Richard Brown, Karate Instructor  
DATES: September 01, 2004 through August 31, 2005  
RATE PER CL: \$20.00  
MAXIMUM AMT: \$2500.00  
CONTRACT: **2004/2005-007**
8. CONTRACTOR: Mandy R. Johnson, Time/Score Keeper  
DATES: September 01, 2004 through August 31, 2005  
RATE PER CL: \$6.35  
MAXIMUM AMT: \$381.00  
CONTRACT: **2004/2005-008**
9. CONTRACTOR: Leonardo G. Marquez, Time/Score Keeper  
DATES: September 01, 2004 through August 31, 2004  
RATE PER CL: \$6.85  
MAXIMUM AMT: \$3,151.00  
CONTRACT: **2004/2005-009**

**WELLINGTON CHEW SENIOR CENTER**

**DEPARTMENT ID: 51510214, ACCOUNT 502214**

- 10.. CONTRACTOR: Amelia F. McCammon, Ceramics Instructor  
DATES: September 07, 2004 through August 31, 2005  
RATE PER CL: \$18.50  
MAXIMUM AMT: \$1110.00  
CONTRACT: **2004/2005-010**

APPROVED this 27<sup>th</sup> day of July 2004.

ATTEST:

Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

Guadalupe Cuellar  
Deputy City Attorney

THE CITY OF EL PASO

Joe Wardy  
Mayor

**APPROVED AS TO CONTENT:**

Norman Merrifield  
Director  
Parks & Recreation Department

STATE OF TEXAS )  
COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510404  
CLASS: 51101  
FUND: 16326  
PROJECT: P500226  
SPEED CHART: P0204  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-001

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Homer Gorton, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT LOW IMPACT AEROBICS CLASS  
AT EASTSIDE SENIOR CTR.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by Aug. 31, 2005

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1972.00. The fee shall be paid at a rate of \$12.80 per class/~~game~~ for a maximum of 154 classes/~~games~~. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Homer Gorton  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 15 participants, and a maximum of 48 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks & Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

STATE OF TEXAS )

COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510404  
CLASS: 51101  
FUND: 10326  
PROJECT: P500226  
SPEED CHART: P0204  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-002

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Cissie Harshbarger, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT Rhythm EXERCISE CLASS AT EASTSIDE

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by Aug. 31, 2005. SENIOR CTR.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1972.00. The fee shall be paid at a rate of \$12.80 per class/game for a maximum of 154 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Cissie Harshbarger  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 15 participants, and a maximum of 35 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**CONTRACTOR:**

Cissie Harshbarger

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks & Recreation Director

Karen V. Kimball  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

STATE OF TEXAS )  
COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510404  
CLASS: 51101  
FUND: 10324  
PROJECT: P500224  
SPEED CHART: P0304  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-003

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Paul Hernandez, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT COUNTRY WESTERN LINE DANCE

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by Aug. 31, 2005 EASTSIDE SENIOR

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1060.00. The fee shall be paid at a rate of \$20.00 per class/~~game~~ for a maximum of 53 classes/~~games~~. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.





CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Raul Hernandez  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 15 participants, and a maximum of 30 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**CONTRACTOR:**

Raul Hernandez  
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks & Recreation Director

Kaaren V. Kimball  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

STATE OF TEXAS )

COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510404  
CLASS: 51101  
FUND: 16326  
PROJECT: P500230  
SPEED CHART: P0204  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-004

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Martha Medina, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT STEP AEROBICS CLASS.
2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 1, 2004 and be completed by Aug. 31, 2005. EASTSIDE SENIOR
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1540.00. The fee shall be paid at a rate of \$10.00 per class/~~game~~ for a maximum of 154 classes/~~games~~. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Martha Medina  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 10 participants, and a maximum of 35 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Martha Medina  
**APPROVED AS TO CONTENT:**

Van (H) [Signature]  
Parks & Recreation Director

Karen V. Kimball  
Program Coordinator

[Signature]  
Superintendent

[Signature]  
Administrative Analyst

**APPROVED AS TO FORM:**

Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS

COUNTY OF EL PASO



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

Mem. PK. Sr  
DEPARTMENT ID: 51510164  
CLASS: 51102  
FUND: 16318  
PROJECT: P500218  
SPEED CHART: PD196  
ACCOUNT: 502215  
CONTRACT NO: 2004/2005-005

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and El Paso Mineral & Gem Society, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Instruct Lapidary & Jewelfcraft classes, AT MEMORIAL SENIOR CTR.

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept 01, 2004 and be completed by Aug. 31, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,265.00. The fee shall be paid at a rate of 11.00 per class game for a maximum of 115 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: El Paso Mineral & Gem Society  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of \_\_\_\_\_ participants, and a maximum of 115 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
*Redgie Medlock*

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Anna Hill*  
Parks & Recreation Director

\_\_\_\_\_  
*Julie Keston*  
Program Coordinator

\_\_\_\_\_  
*[Signature]*  
Superintendent

\_\_\_\_\_  
*[Signature]*  
Administrative Analyst

STATE OF TEXAS )  
COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

Memorial PH Senior  
DEPARTMENT ID: 51510164  
CLASS: 5110218  
FUND: 16318  
PROJECT: P500218  
SPEED CHART: PD 196  
ACCOUNT: 502215  
CONTRACT NO: 2004/2005-006

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Javier Garcia, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Instruct Painting Technique classes,

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept. 02, 2004 and be completed by Aug 25, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1822. The fee shall be paid at a rate of \$18. per class/game for a maximum of 104 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Javier Garcia  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 8 participants, and a maximum of 10 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**CONTRACTOR:**

Javier Garcia  
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks & Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

STATE OF TEXAS

COUNTY OF EL PASO



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510107  
CLASS: 57057  
FUND: 14311  
PROJECT: P500211  
SPEED CHART: PC189  
ACCOUNT: 5002214  
CONTRACT NO: 2004/2005-007

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Richard Brown, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: KARATE INST MONWED 5-7pm AT Northeast REC CENTER

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept 1, 04 and be completed by Aug 31, 05.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$2500.00. The fee shall be paid at a rate of \$20<sup>00</sup> per class/game for a maximum of 125 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.





CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Richard Brown  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 7 participants, and a maximum of 20 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

**CONTRACTOR:**

\_\_\_\_\_  
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks & Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

DEPT. ID: 51510107  
CLASS: 51057  
FUND: 16311  
PROJECT: P500211  
SPEED CHART: P0189  
ACCOUNT:

STATE OF TEXAS

COUNTY OF EL PASO



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 515/0107  
CLASS: 51057  
FUND: 14311  
PROJECT: P500211  
SPEED CHART: P0189  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-008

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and MANDY R. JOHNSON, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: TIME KEEPER/SCORE KEEPER AT NORTHEAST REC CENTER

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept 1, 04 and be completed by Aug 31, 05.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$381.00. The fee shall be paid at a rate of \$6.35 per class/game for a maximum of 60 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: MANDY R. JOHNSON  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of N/A participants, and a maximum of N/A participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Joe Wardy, Mayor

**CONTRACTOR:**

Mandy Johnson  
**APPROVED AS TO CONTENT:**

Thom Chasler  
Parks & Recreation Director

Eileen Fraire  
Program Coordinator

[Signature]  
Superintendent

[Signature]  
Administrative Analyst

STATE OF TEXAS )  
COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510107  
CLASS: 51057  
FUND: 14311  
PROJECT: P506-211  
SPEED CHART: P0189  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-009

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and LEONARDO G. MARGUIEZ, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Time/Score Keeper for Mini Sports League at Northeast REC. Center

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning Sept 1, 04 and be completed by Aug 31, 05.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$3,151.00. The fee shall be paid at a rate of \$46.85 per class/game for a maximum of 460 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

8. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: LEONARDO G. MARQUEZ  
Address:  
SS#:                       
Phone:                     

9. **TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

10. **NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

11. **COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

12. **CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of N/A participants, and a maximum of N/A participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF EL PASO, TEXAS

ATTEST:

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

CONTRACTOR:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Parks & Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

STATE OF TEXAS )

COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 51510214  
CLASS: 51110  
FUND: 16323  
PROJECT: P 500223  
SPEED CHART: P0201  
ACCOUNT: 502214  
CONTRACT NO: 2004/2005-010

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and AMALIA F. McCAMMON, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: CERAMICS INSTRUCTOR; TUES. 9AM TO 12NOON
2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning 9/7/04 and be completed by 8/31/05. WELLINGTON  
CHEW ST.  
CTR.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of 1110<sup>00</sup>. The fee shall be paid at a rate of 18<sup>50</sup> per Class/game for a maximum of 60<sup>00</sup> Classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: AMALIA F. MCCAMMON  
Address:  
SS#:  
Phone: .

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 5 participants, and a maximum of 20 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**CONTRACTOR:**

Amalia F. McCammon  
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks & Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst